



First Commercial Bank, N.A. Home Equity Credit Application

Important: Read these directions before completing this application.

If you are applying for individual credit in your own name, are not married, and are not relying on alimony, child support, or separate maintenance payments or on the income or assets of another person as the basis for repayment of the credit requested, complete only sections A, D, and E.

Amount Requested \$	For How Long	Payment Date Desired	Proceeds of Loan To Be Used For		
Address of Property			Date Purchased	Purchase Price \$	Present Market Value \$
Name, Phone# and Address of Mortgage Holder					Present Balance \$

Section A - Information Regarding Applicant

Full Name (Last, First, Middle): _____

Social Security No: _____ Driver's License No: _____ State _____ Exp. _____

Birth Date: ____/____/____ Mothers Maiden Name: _____

Present Street Address: _____ P.O. Box _____ Years There: _____

City: _____ State: _____ Zip: _____ Phone: (____) ____ - _____

Previous Street Address: _____ Years There: _____

City: _____ State: _____ Zip: _____ Phone: (____) ____ - _____

Present Employer: _____ : Years There: _____ Phone: (____) ____ - _____

Position or Title: _____ Name of Supervisor: _____

Employers Address: _____

Present net salary or commission: \$ _____ per _____. No. Dependents: _____ Ages: _____

Previous Employer: _____ : Years There: _____ Phone: (____) ____ - _____

Name of Nearest Relative Not Living With You: _____ Relationship: _____

Address of Relative: _____ Phone: (____) ____ - _____

Is any income listed in this section likely to be reduced in the next two years or before the credit requested is paid off?
Yes (Explain in detail on a separate sheet) No

Have you previously received credit First Commercial Bank? Yes No

Section B - Information Regarding Joint Applicant (if applicable):

Or for your spouse if you live in, or the collateral is located in AZ, CA, ID, LA, NM, NV, TX, WA, or WI.

Full Name (Last, First, Middle): _____

Social Security No: _____ Driver's License No: _____ State _____ Exp. _____

Birth Date: ____/____/____ Mothers Maiden Name: _____

Present Street Address: _____ P.O. Box _____ Years There: _____

City: _____ State: _____ Zip: _____ Phone: (____) ____ - _____

Previous Street Address: _____ Years There: _____

City: _____ State: _____ Zip: _____ Phone: (____) ____ - _____

Present Employer: _____ : Years There: _____ Phone: (____) ____ - _____

Position or Title: _____ Name of Supervisor: _____

Employers Address: _____

Present net salary or commission: \$ _____ per _____. No. Dependents: _____ Ages: _____

Previous Employer: _____ : Years There: _____ Phone: (____) ____ - _____

Is any income listed in this section likely to be reduced in the next two years or before the credit requested is paid off?
Yes (Explain in detail on a separate sheet) No

Have you previously received credit First Commercial Bank? Yes No

Section C - Describe Other Income for Applicant or Joint Applicant

<p>Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.</p>	<p>Alimony, Child support, separate maintenance received under: Court Order <input type="checkbox"/> Written Agreement <input type="checkbox"/> Oral Understanding <input type="checkbox"/></p>
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Other Income: \$ _____ per _____. Source(s) of other income: _____

Section D - Marital Status

Applicant: Married Separated Unmarried (including single, divorced, and widowed)

Other Party: Married Separated Unmarried (including single, divorced, and widowed)

Complete the following information about both the Applicant and Joint Applicant (if applicable):

Are you obligated to make Alimony, Support, or Maintenance Payments? No Yes

If yes, to (Name & Address) _____ Amt. Per Month \$ _____

Are you a co-maker, endorser, or guarantor on any loan contract? No Yes If yes, for whom _____ To whom? _____

Are there any outstanding judgments against you? No Yes If yes, to whom? _____ Amount \$ _____

Have you been declared bankrupt in the last ten years? No Yes If yes, where? _____ Year? _____

Personal Monthly Cash Flow Statement

MONTHLY INCOME

Net Monthly Salary (Including Co-Applicant) _____

Bonus / Commissions _____

Dividends / Interest _____

Real Estate Income _____

Other Income: _____

TOTAL INCOME _____

MONTHLY EXPENSES

Mortgage Payment _____

Automobile Payment(s) _____

Utilities _____

Food _____

Insurance Premiums _____

Income and Other Taxes _____

Investment Expenses _____

Other Expenses: _____

TOTAL EXPENSES _____

NET MONTHLY CASH FLOW AVAILABLE _____

Everything that I have stated in this application is correct to the best of my knowledge. I understand that you will retain this application whether or not it is approved. You are authorized to check my credit and employment history and to answer questions about your credit experience with me.

Applicant's Signature

Other Signature (where applicable)

Date: _____

Date: _____

*Attach a copy of your most recent pay stub; self employed borrowers may be required to provide additional documentation such as tax returns and financial statements.

INSURANCE DISCLOSURE FOR CREDIT APPLICATION

IMPORTANT

**DO NOT SIGN THIS FORM UNTIL YOU CAREFULLY
READ IT AND UNDERSTAND ITS CONTENT**

Purpose.

You have submitted an application for a loan. In connection with your loan application, Lender may be soliciting, offering to sell, or will sell you an insurance product or annuity. Federal law requires Lender to provide you with the following disclosures.

Credit Disclosures.

1. Lender, as a condition of granting you a loan, cannot require that you purchase an insurance product or annuity from Lender or any of its affiliates.
2. Lender, as a condition of granting you a loan, cannot require your agreement not to obtain or prohibit you from obtaining an insurance product or annuity from an unaffiliated entity.

Acknowledgement.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, RECEIVED AND UNDERSTAND THIS INSURANCE DISCLOSURE.

APPLICANT(s):

X _____
Applicant Date

X _____
Applicant Date



First Commercial Bank, N.A.
Notice Concerning Extensions of Credit
Defined By Section 50(A)(6),
Article XVI, Texas Constitution

SECTION 50(A)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION ALLOWS CERTAIN LOANS TO BE SECURED AGAINST THE EQUITY IN YOUR HOME. SUCH LOANS ARE COMMONLY KNOWN AS HOME EQUITY LOANS. IF YOU DO NOT REPAY THE LOAN OR IF YOU FAIL TO MEET THE TERMS OF THE LOAN, THE LENDER MAY FORECLOSE AND SELL YOUR HOME. THE CONSTITUTION OF TEXAS PROVIDES THAT:

1. The loan must be voluntarily created with the consent of each owner of your home and each owner's spouse;
2. The principal loan amount at the time the loan is made must not exceed an amount that, when added to the principal balances of all other liens against your home, is more than 80 percent of the fair market value of your home;
3. The loan must be without recourse for personal liability against you and your spouse unless you and your spouse obtained this extension of credit by actual fraud;
4. The lien securing the loan may be foreclosed upon only with a court order;
5. Fees and charges to make the loan may not exceed 3% of the loan amount;
6. The loan may not be an open-end account that may be debited from time to time or under which credit may be extended from time to time unless it is a home equity line of credit;
7. You may repay the note without penalty or charge;
8. No additional collateral may be security for the loan;
9. The loan may not be secured by agricultural homestead property, unless the agricultural homestead property is used primarily for the production of milk;
10. You are not required to repay the loan earlier than agreed solely because the fair market value of your home decreases or because you default on another loan that is not secured by your home;
11. Only one loan described by Section 50(A)(6), Article XVI, of the Texas Constitution may be secured with your home at any given time;
12. The loan must be scheduled to be repaid in payments that equal or exceed the amount of accrued interest for each payment period;
13. The loan may not close before 12 days after you submit a written application to the Lender or before 12 days after you receive this notice, whichever is later; and if your home was security for the same type of loan within the past year, a new loan secured by the same property may not close before one year has passed from the closing date of the other loan;
14. The loan may close only at the offices of the Lender, title company, or an attorney at law;
15. The lender may charge any fixed or variable rate of interest authorized by statute;
16. Only a lawfully authorized lender may make loans described by Section 50(A)(6), Article XVI, of the Texas Constitution;
17. Loans Described by Section 50(A)(6), Article XVI, of the Texas Constitution must:
 - 17.1. Not require you to apply the proceeds to another debt except a debt that is secured by your home or owed to another lender;
 - 17.2. Not require that you assign wages as security;
 - 17.3. Not require that you execute instruments which have blanks left to be filled in;
 - 17.4. Not require that you sign a confession of judgment or power of attorney to another person to confess judgment or appear in a legal proceeding on your behalf;
 - 17.5. Provide you with a copy of all documents you sign at closing;
 - 17.6. Provide that the security instruments contain a disclosure that this loan is a loan defined by Section 50(A)(6), Article XVI, of the Texas Constitution;
 - 17.7. Provide that when the loan is paid in full, the Lender will sign and give you a release of lien or an assignment of lien, whichever is appropriate;
 - 17.8. Provide that you may, within three days after closing, rescind the loan without penalty or charge;
 - 17.9. Provide that you and the Lender acknowledge the fair market value of your home on the date the loan closes; and
 - 17.10. Provide that the Lender will forfeit all principal and interest if the Lender fails to comply with the lender's obligations Unless the Lender cures the failure to comply as provided under Section 50(A)(6)(Q)(x), Article XVI, of the Texas Constitution;
18. If the loan is a Home Equity Line of Credit:
 - 18.1. You may request advances, repay money, and reborrow money under the Line of Credit
 - 18.2. Each advance under the Line of Credit must be in an amount of at least \$4,000
 - 18.3. You may not use a credit card, debit card, solicitation check, or similar device to obtain advances under the Line of Credit.
 - 18.4. Any fees the Lender charges may be charged and collected only at the time the Line of Credit is established and the Lender may not charge a fee in connection with any advance.
 - 18.5. The maximum principal amount that may be extended, when added to all other debts secured by your home, may not exceed 80 percent of the fair market value of your home on the date the line of Credit is established.
 - 18.6. If the principal balance under the Line of Credit at any time exceeds 50 percent of the fair market value of your home, as determined on the date the Line of Credit is established, you may not continue to request advances under the Line of Credit until the balance is less than 50 percent of the fair market value; and
 - 18.7. The Lender may not unilaterally amend the terms of the Line of Credit.

THIS NOTICE IS ONLY A SUMMARY OF YOUR RIGHTS UNDER THE TEXAS CONSTITUTION. YOUR RIGHTS ARE GOVERNED BY SECTION 50, ARTICLE XVI, OF THE TEXAS CONSTITUTION, AND NOT BY THIS NOTICE.

I/We have read this disclosure form, and understand its contents, as evidenced by my/our signature(s) below.

Applicant Signature

Co-Applicant Signature

Signed this ____ Day of _____, 200____.

Lender Use Only: Mailed to Applicant(s) on ____ / ____ / ____ Mailed By: _____

Rev: 09/2003